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REMARKS

This Amendment is responsive to the Office Action identified above, and is responsive in any other manner indicated below.

EXAMINER INTERVIEW ACKNOWLEDGED

This paper is responsive to the examiner interview conducted 17 November 2005, by and between (as indicated on the Interview Summary document) Supervisory Primary Examiner (SPE) John Weiss, Examiner Michael J. Fisher, inventor Tomoyuki Hamada and attorney Paul J. Skwierawski, in the present application. More particularly, any foregoing amendments may include amendments discussed during, or resultant from, the examiner interview, and the following includes a reiteration of discussions/arguments had during the examiner interview.

PENDING CLAIMS

Claims 2-8 and 10-14 were pending, under consideration and subjected to examination in the Office Action. Appropriate claims have been amended, canceled and/or added (without prejudice or disclaimer) in order to adjust a clarity of Applicant's claimed invention (requested by the SPE and Examiner during the aforementioned examiner interview). Such changes are unrelated to any prior art or scope adjustment and are simply cancellation of any prior claim(s) (without prejudice or disclaimer) in favor of substitute claims having better clarity toward the embodiment in which Applicant is presently interested. Any canceled claim(s) may be pursued within a continuing application. At entry of this paper, Claims 15-33 will be pending for further consideration and examination in the application.

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Claims 15-20 represent a first set of apparatus claims of improved clarity; claims 21-26 substantially parallel apparatus claims 15-20, respectively, but are partially rewritten as means-plus-function claims; claims 27-32 substantially parallel apparatus claims 15-20, respectively, but are written as Beauregard (medium/software) claims; and, claim 33 is specifically directed to a server-implementation across the internet.

STANDING REJECTION UNDER 35 USC §103 - TRAVERSED

The standing 35 USC §103 rejection of Claims 2-8 and 10-14 as being obvious over Sandifer (US 5,987,474 A) is respectfully traversed. However, such rejections have been rendered obsolete by the present clarifying amendments to Applicant's claims, and accordingly, traversal arguments are not appropriate at this time. However, Applicant respectfully submits the following to preclude renewal of any such rejections against Applicant's clarified claims.

All descriptions of Applicant's disclosed and claimed invention, and all descriptions and rebuttal arguments regarding the applied prior art, as previously submitted by Applicant in any form, are repeated and incorporated herein by reference. Further, all Office Action statements regarding the prior art rejections or, statements alleging purpose or opinion of amendments made herein, are respectfully traversed. As additional arguments, Applicant respectfully submits the following.

As mentioned during the examiner interview, Applicant's disclosed and claimed invention is directed to providing a support system to allow a consumer to obtain an offer of a plurality of selectable termed commercial maintenance contracts for elevator maintenance. To provide such support system, Applicant's invention

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includes two databases, i.e., a load prediction database storing load-values of previously known elevator sites, the load-values being stored in relation to values of a plurality of predetermined site-characteristics known to affect load-values; and, a maintenance contract database storing terms of maintenance contracts, ones of the terms being stored in relation to predetermined-load-values.

When a consumer (e.g., a building owner) wants to obtain an offer of possible contracts, the consumer accesses Applicant's consumer input unit to poll a consumer to input site-values of at least a sub-plurality of the predetermined site-characteristics, pertaining to a consumer elevator site for which the offer of the plurality of selectable termed commercial maintenance contracts for elevator maintenance is desired. Applicant's invention then includes: a load predicting-unit to utilize inputted site-values and the load prediction database, to automatically predict a site-load-value of the consumer elevator site; and, a maintenance plan setup-unit to utilize the predicted site-load-value and the maintenance contract database to automatically assemble the plurality of termed commercial maintenance contractual plans, with each termed commercial maintenance contractual plan having a different total failure occurrence probability. In the end, the consumer utilizes Applicant's maintenance plan selecting-unit to allow the consumer to select a desired termed commercial maintenance contractual plan from said plurality of termed commercial maintenance contractual plans.

Another embodiment of Applicant's invention (e.g., claim 16) includes a maintenance plan adjusting-unit to allow the consumer to adjust a desired termed commercial maintenance contractual plan from said plurality of termed commercial

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maintenance contractual plans. That is, the consumer is able to self-tweak any one of the offered maintenance contractual plans.

As strongly argued within the examiner interview, Sandifer has absolutely nothing to do with providing a support system to allow a consumer to obtain an offer of a plurality of selectable termed commercial maintenance contracts for elevator maintenance. More particularly, Sandifer appears directed to an arrangement allowing maintenance of log information for an aircraft, and in obtaining further information regarding aircraft.

In addition to the foregoing, the following additional remarks from Applicant's foreign representative are also submitted in support of traversal of the rejection and patentability of Applicant's claims.

One important point of the support system according to the present invention lies in predicting or estimating the load (frequency of operation) of an elevator before making a maintenance contract so as to help determine maintenance fees. In contrast, what is shown in the table in the Sandifer columns 78 and 79 pointed out by the Examiner is a data structure of the logbook on which the maintenance company records the results of the maintenance conducted, not the results of the load prediction nor data structure used for load prediction, which in fact is disclosed or suggested nowhere in the Standifer disclosure.

Moreover, if the Examiner were contending that the Standifer's logbook renders the predicting means obvious, such a contention of the Examiner is clearly wrong because while it may be possible for a person to see from the contents of the data in the logbook that the component part replacement interval and check-up interval can be determined from flight hours, no information is, in fact, disclosed or

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suggest at all about what determines the flight hours per se. One may say that flight hours can be estimated from a flight schedule. But, it does not hold true when it comes to elevators because heretofore it was difficult to estimate the elevator load before the present invention for the following reasons.

The Examiner contended that it is very well known in the art to build elevators according to the expected loads. Applicant respectfully disagrees. Elevators are not necessarily designed according to the expected loads. More specifically, when designing a building, the number of elevator cars installed therein and the passenger capacity of a car are, in general, determined based on the fire law based on the capacity (the number of floors and the area of the floors) of the building. However, in reality, the elevator load (frequency of operation) can be (and typically is) very much different from one building to another if the number of persons coming in and leaving the buildings are different, even if the capacities of the buildings/elevators are the same.

Take, for example, buildings for offices, there is a great difference in the frequency of operation of the elevators between an office building with all of the floors fully filled with tenants and a building with many vacant rooms. This is the case with, for another example, commercial buildings for shops and cafes. The operation frequency greatly differs between a commercial building near a railroad station where a lots of people come and go and a remote commercial building. For these reasons, it was heretofore difficult to predict the elevator load.

Turning now to maintenance aspect of elevators, in one known type of contract for elevators, a fixed monthly maintenance fee is set and the number of check-ups and the frequency of component replacement are set according to the

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fixed fee. In the case of such type of contract, if the maintenance contract is made with a higher fixed fee than the actual elevator load (operation frequency), the probability of occurrence of breakdown or failure may become low as check-up and replacement of components are performed overly frequently, but on the other hand the owner of the building tends to pay more than necessary money. Conversely, if the contract is made with a lower fixed fee, the probability of occurrence of breakdown or failure may become high as check-up and replacement of components are performed less frequently, resulting in inconvenience due to stoppage of the elevator operation for repair.

In view of those reasons, the owner of the building who is the person to pay the maintenance fee, naturally desires to set an appropriate maintenance fee to suit the elevators of his building. In view of such situations, the present invention predicts the number of persons who use a building taking account of not only the building capacity, but also the use and the locational condition (condition of site) of the building so as to predict the elevator load (frequency of operation) from the predicted number of passengers, so as to help set an appropriate maintenance fee based on the predicted elevator load.

Thus, Sandifer does not render the present invention obvious.

As a result of all of the foregoing, it is respectfully submitted that the applied art (taken alone and in any of the Office Action suggested combinations) would not support a §103 obviousness-type rejection of Applicant's claims. Accordingly, reconsideration and withdrawal of such §103 rejection, and express written allowance of all of the §103 rejected claims, are respectfully requested.

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EXAMINER INVITED TO TELEPHONE

The Examiner is invited to telephone the undersigned at the local D.C. area number of 703-312-6600, to discuss an Examiner's Amendments or other suggested action for accelerating prosecution and moving the present application to allowance.

RESERVATION OF RIGHTS

It is respectfully submitted that any and all claim amendments and/or cancellations submitted within this paper and throughout prosecution of the present application are without prejudice or disclaimer. That is, any above statements, or any present amendment or cancellation of claims (all made without prejudice or disclaimer), should not be taken as an indication or admission that any objection/rejection was valid, or as a disclaimer of any scope or subject matter. Applicant respectfully reserves all rights to file subsequent related application(s) (including reissue applications) directed to any/all previously claimed limitations/features which have been subsequently amended or cancelled, or to any/all limitations/features not yet claimed, *i.e.*, Applicant continues (indefinitely) to maintain no intention or desire to dedicate or surrender any limitations/features of subject matter of the present application to the public.

CONCLUSION

In view of the foregoing amendments and remarks, Applicant respectfully submits that the claims listed above as presently being under consideration in the application are now in condition for allowance. Accordingly, early allowance of such claims is respectfully requested.

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To whatever other extent is actually required and appropriate, Applicant respectfully petitions for an extension of time under 37 CFR §1.136. Further, no additional claim fee is required for entry of this paper. Please charge any actual deficiency in fees due to ATSK Deposit Account No. 01-2135 (as Case No. 500.39831X00).

Respectfully submitted,



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